Exclusive Independent Distributor of McKee Finance Program

Ascentium Capital wants to make it fast and easy for you to order your new CN70 System Package in just 3 simple steps:

1 Complete the forms

Type in your answers on page two.

2 Print & sign

3 Fax or Email **(all of the items below)**

Completed Forms

Copy of Driver's License

First Month's Payment
Check Made Payable to Ascentium Capital LLC

Fax: 877.568.5923
or
Email: McKee@AscentiumCapital.com

After we receive your completed and signed documents, a copy of your driver's license and first month's payment made payable to Ascentium Capital LLC, we will finalize financing. It's that easy! Questions? Please call Ascentium Capital at: **877.568.5921**

The Fastest Way to Order Your New System

ascentium CAPITAL

© 2013 Ascentium Capital LLC, 23970 Highway 59 N Kingwood, TX 77339

Exclusive Independent Distributor of McKee Finance Program

Master Input Sheet

Please carefully fill out the Master Input Sheet below. The information you enter will automatically populate other areas of the attached documents that require the same information.

Please Note: If you are completing these documents by-hand, it is not necessary to complete this Master Input Sheet, but please ensure all required information is supplied.

Return: Once the documents are completed, signed, and dated, please return the documents with a photocopy of your driver's license and first month's payment payable to Ascentium Capital LLC:

- **Email:** mckee@ascentiumcapital.com or
- **Fax:** 877.568.5923 or
- **Mail:** Ascentium Capital, 23970 Highway 59 N., Kingwood, TX 77339-1535

Your First **and** Last Name:	
Your Title:	
Business Name:	
Street Address:	
City:	
State:	
Zip:	
Business Phone #:	
Cell or Home #:	
Email Address:	
Business Federal Tax ID:	
Social Security:	
McKee Distributor #:	
Bank Name:	
Account No:	
ACH: (Account Holder Name)	
ABA: (9 Digit Routing Number)	
CN70: (Choose only one)	CN70 System Package ☐ **or** CN70 System Package with Upgrade ☐

Ascentium Capital greatly appreciates the opportunity to help you acquire your new equipment solution.

© 2013 Ascentium Capital LLC, 23970 Highway 59 N Kingwood, TX 77339

Independent Distributor of McKee Foods Corporation Products

Equipment Finance Application and Agreement

An Intermec® Equipment Package for Independent Distributors

Funded and Administered by:
Ascentium Capital LLC

Equipment Finance Application and Agreement
PLEASE READ CAREFULLY

1. **Equipment Finance Application and Agreement:** PRINT LEGIBLY and PROVIDE ALL INFORMATION. This is a binding legal document. Unreadable or incomplete documents will result in the rejection of your Application and Agreement. You would then need to reapply. Please follow the directions below to avoid mistakes.
2. **Agreement Number:** Please leave this field blank. Ascentium Capital LLC will assign the Agreement Number once it receives your completed Application and Agreement.

3. **Debtor**: Please enter your LEGAL BUSINESS NAME (if you are operating as a sole proprietorship, please enter your individual name), followed by the business address, city, state and zip.

4. **Equipment Location**: If the equipment will be located at a different address than the business address, please provide that equipment location address. This may not be a P.O. Box.

5. **Business Phone, Cell or Home Phone, Email Address**: Enter valid contact information into each field below.

6. **Social Security Number**: Provide the Social Security Number of the individual completing the Application and Agreement.

7. **Distributor Number**: Enter your unique McKee distributor number.

8. **Business Federal Tax ID Number**: Enter the Federal Tax ID Number for the Debtor.

9. **Debtor Signature Section**:
   a) **Debtor Name**: Print the Legal Business Name
   b) **Signature**: Signature of authorized business representative.
   c) **Printed Name and Title**: Printed name and title of the authorized business representative.

10. **Guarantor Signature Section**:
    a) **Guarantor Signature**: Signature of the individual personally guaranteeing the obligation.
    b) **Printed Name**: Print the name of the individual personally guaranteeing the obligation ***(note that business titles should not be included here)***.

11. **ACH Payments Section**:
    a) **Bank Name**: Enter the name of the bank where payments will be debited from.
    b) **Account Holder**: Enter the name on the account.
    c) **Account Number**: Carefully print the bank account number.
    d) **ABA No.**: Carefully print the nine digit ABA or bank account routing number.
    e) **Authorized Signature**: Signature of authorized representative on the bank account.
    f) **Printed Name and Title**: Printed name and title of the authorized representative on the bank account.

12. **Driver's License**: You MUST include a readable PHOTOCOPY of your current State's driver's license.

13. **Return:** Send the completed Application and Agreement, **plus a photocopy of your driver's license to**:
    a) **Email**: mckee@ascentiumcapital.com or
    b) **Fax:** 877-568-5923 or
    c) **Mail:** 23970 Highway 59 N., Kingwood, TX 77339-1535

14. **Questions:** If you have any questions about the Application and Agreement, please call 877-568-5921.

By providing the information in this Application and Agreement and by signing where indicated, the applicant and the Owners/Partners/Members/Guarantors agree as follows: They certify that all information provided is true, correct and complete and that the property acquired with any credit provided will be used solely for business and commercial purposes. The applicant and the Owners/Partners/Members/Guarantors of the applicant recognize that their individual credit histories may be a factor in the evaluation of the applicant for the credit it is applying for and, thus, authorize Ascentium Capital LLC or its designee to investigate their organizational and personal credit histories. This includes obtaining information from all sources including using their consumer credit reports in the credit evaluation and collection processes, and to update any such information periodically.

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract), because all or part of the applicants income derives from any public assistance program or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law is the Federal Trade Commission Equal Credit Opportunity, Washington, DC 20580. If your application for credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact Ascentium Capital LLC within 60 days from the date you are notified of the decision. Ascentium Capital LLC will send you a written statement of reasons for denial within 30 days of receiving your request for the statement.

EQUIPMENT FINANCE AGREEMENT

Agreement No. _____

Ascentium Capital LLC
23970 HWY 59 N
Kingwood TX 77339-1535
www.AscentiumCapital.com

BUSINESS NAME ("Debtor"):	*STREET ADDRESS*	*CITY*	*STATE*	*ZIP*
BUSINESS PHONE NUMBER	*CELLULAR or HOME PHONE NUMBER*	*EMAIL ADDRESS*		
BUSINESS FEDERAL TAX ID NUMBER	*SOCIAL SECURITY NUMBER*	*MCKEE DISTRIBUTOR NUMBER (DAR)*		
YOUR NAME (individual completing the Agreement)	*YOUR TITLE (your title at the Business)*			

SUPPLIER:
Trimble Navigation Limited

COLLATERAL ("Collateral"):
Intermec CN70 System Package

EQUIPMENT OPTIONS – CHOOSE ONE OPTION		NUMBER OF MONTHLY PAYMENTS	MONTHLY PAYMENT AMOUNT
☐ CN70 System Package	$3,651.47	48	$106.08 (plus applicable tax)
☐ CN70 System Package if upgrading	$3,236.47	48	$94.63 (plus applicable tax)

Agreement. Ascentium Capital LLC ("Lender", "we", "us" or "our") agrees to lend to Debtor and Debtor agree to borrow from us an amount for the financing of the Collateral. Amounts received by us under this Equipment Finance Agreement ("EFA") shall be applied as we determine. . The term of this Agreement ("Term") starts on the date we fund the purchase price of the Collateral following your acceptance of it.. Debtor agrees to pay us: (a) payments (each a "Payment") shown above during each month of the Term following the calendar month during which the Term commences with the first and all subsequent Payments due on the day of the month specified by us. Debtor authorizes us to adjust the Payment if the final cost of the Collateral or tax is different from that on which such Payment is based. Any amount not paid when due is subject to a late charge of the lower of 10% of such amount or the highest amount allowed by law.

Grant of Security Interest. Debtor hereby grants to us a security interest in the Collateral and all proceeds to secure all of Debtor's obligations under this EFA.

Disclaimer of Warranties and Claims. We make no representation or warranty as to any matter whatsoever including the merchantability or fitness for a particular purpose of the Collateral. This EFA is irrevocable. Debtor's obligation to pay all amounts payable hereunder is absolute and unconditional and will not be subject to any reduction, setoff, defense, counterclaim, deferment or recoupment for any reason. Debtor acknowledges it selected the Collateral and the Supplier and the Supplier is not our agent nor are we its agent. Debtor will use the Collateral for commercial purposes only and in compliance with law.

Collateral. Debtor will allow us to inspect the Collateral upon our request. At Debtor's expense Debtor will maintain the Collateral in good operating condition and repair. Debtor will keep the Collateral free and clear from all liens and encumbrances. Debtor is responsible for any damage or destruction of the Collateral. Debtor will at its election repair the Collateral at Debtor's expense or pay to us all amounts then due and owing plus the total of all unpaid Payments for the Term discounted at 4% per annum ("Unpaid Balance"). Debtor will indemnify and hold us, our members, managers and employees harmless from and against any claims, costs, expenses, damages and liabilities, in any way relating to the Collateral.

Fees and Taxes. Debtor agrees to pay when due and to hold us harmless from all taxes, interest and penalties relating to this EFA and the Collateral ("Taxes") and reimburse us for those Taxes we pay on Debtor's behalf except taxes on our income and similar taxes.

Insurance. During the Term Debtor will maintain all risk physical loss or damage insurance on the Collateral. If Debtor does not provide us satisfactory proof of insurance we may, but are not required, to buy such insurance for our benefit and add charges which may result in a higher premium Debtor would pay if Debtor obtained insurance.

Default and Remedies. If any one of the following occurs, Debtor will be in default: (i) Debtor fails to pay any amount under this EFA within 5 days of its due date, (ii) Debtor ceases doing business, Debtor admits its inability to pay its debts, or Debtor files or has filed against it a petition under the Bankruptcy Code and any involuntary petition is not dismissed within 60 days, (iii) Debtor breaches any other obligation of Debtor's contained in this EFA if such breach is not cured within thirty (30) days after notice from us , or (iv) any of the above events of default occur with respect to any guarantor. Upon Debtor's default, we may do any or all of the following: (a) terminate this EFA, (b) take possession of the Collateral; Debtor irrevocably waives any security required of us in the event we take possession of the Collateral and require Debtor to deliver it to us at Debtor's expense to a location designated by us, (c) declare all sums due and to become due hereunder immediately due and payable, all future payments discounted at 4% per annum as calculated by us, (d) sell, dispose of, hold, or lease the Collateral, (e) exercise any other right or remedy which may be available to us under applicable law. Debtor shall reimburse us for all reasonable costs we incur in enforcing our rights including our reasonable attorneys' fees and costs of repossession, repair, storage and remarketing of the Collateral. A waiver of default will not be a waiver of any other or subsequent default.

General. This EFA shall be governed and construed under the laws of the State of New Jersey without reference to its principles of conflicts of laws. Debtor **consents to the non-exclusive jurisdiction of courts located in New Jersey in any action relating to this EFA. Debtor waives any objection based on improper venue and/or forum non conveniens, and waives any right to a jury trial.** Debtor irrevocably grants us the right to make such filings under the Uniform Commercial Code as we deem necessary. Debtor agrees to pay us interest on all past due amounts at the lower of 1.5% per month or the highest rate allowed by law. Debtor will not permit the Collateral to be used by anyone other than Debtor. We may assign this EFA, in whole or in part, without notice to Debtor or its consent. Debtor agrees that our assignee will have the same rights and benefits that we have now, but will not be subject to any claims, defenses or set offs that Debtor may have against us. This EFA sets forth the entire understanding of the parties with respect to its subject matter and may only be amended in writing signed by both parties. Debtor represents and warrants to us that all information conveyed to us in connection with this EFA and all related documents whether by Debtor, a guarantor, the supplier or any other person, is true, accurate, complete and not misleading in any material respect. This EFA may be executed in separate counterparts which together shall be the same instrument. All fees may not only cover our costs but may include a profit. Debtor may prepay amounts under this EFA in whole (but not in part) at any time by paying us the Unpaid Balance or, with our prior written consent, assign its interest in the EFA to another. In the event of a prepayment or assignment, you agree to pay us a fee of $195 in addition to any other fee payable hereunder. If Debtor constitutes more than one person, the liability of each shall be joint and several. A facsimile of this EFA shall be the equivalent of an original. Any notice given hereunder shall be in writing and deemed given three business days after being deposited with the US Postal Service, first class postage prepaid, and addressed to the recipient at its address set forth above or such other address given to the sender by written notice.

By signing below Debtor hereby irrevocably accepts the Collateral under the EFA and irrevocably authorizes Lender to pay the Supplier on behalf of the Debtor.

Debtor Name:		ACCEPTED BY LENDER:	Ascentium Capital LLC
Signature:	X	By:	
Printed Name and Title:		Printed Name and Title:	

GUARANTY: You (jointly and severally if more than one) unconditionally guarantee to us and our assigns the payment and performance when due of all of the obligations of the Debtor under this EFA and all related documents executed by the Debtor ("Agreements"). We may proceed against you before proceeding against the Debtor, the Collateral or enforce any other remedy. Notwithstanding any changes made to the Agreements in our dealings with Debtor, this Guaranty will remain in effect as changed even if you are not notified of the changes and will remain in effect even if the Agreements are no longer enforceable against the Debtor. You waive all notices to which you may have a right. You agree to pay us all our expenses in enforcing this Guaranty. You may not assign this Guaranty without our written consent. The governing law and venue provisions of the EFA shall apply to any action to enforce this Guaranty. You consent to our conducting a credit evaluation of you from all sources, periodically updating it and sharing the results with others.

Guarantor Signature:	X
Printed Name: *(no titles)*	

AUTHORIZATION FOR ACH PAYMENTS: Debtor authorizes you, your successors and assigns to automatically initiate and make debit entry charges to Debtor's bank account indicated below for the payment of all amounts owed by you from time to time under the EFA. This Authorization is to remain in effect during the Term of the EFA. Any incorrect charge will be corrected upon notification to us, by either a credit or debit to Debtor's account.

Bank Name:		Acct Holder Name:	
Account No:		ABA No:	
Authorized Signature:	X	Printed Name and Title:	

Trimble Navigation Limited

Direct Store Delivery
4400 Baker Road
Minnetonka, MN 55343
480-940-6507

Purchase Agreement

PURCHASER:			
Name		**Daytime Phone #**	
Business Name		**Cell/Pager #**	
Address		**DAR #**	
City, State, Zip		**Email Address**	

Trimble Navigation Limited ("Trimble") agrees to sell and Purchaser agrees to purchase according to the terms of this Purchase Agreement, the following equipment (manufactured by Intermec Technologies Corporation), services and software licenses:

	Please indicate below which CN70 System Package you are purchasing:	TOTAL PRICE
☐	**CN70 System Package w/ 4-Year Service Agreement** (as described in Price List)	$3,651.47 +tax
☐	**CN70 System Package with upgrade and w/4-Year Service Agreement** (as described in Price list) – see Upgrade Terms and Conditions below	$3,236.47 +tax

TAX RESPONSIBILITY: For payment of all sales, use and similar taxes associated with the purchase of equipment and software from Trimble, Purchaser agrees and commits to pay any and all such taxes payable to any governmental entity having jurisdiction over Purchaser. Applicable sales taxes will be collected pursuant to the Ascentium Capital Equipment Finance Application and Agreement.

UPGRADE TERMS AND CONDITIONS: In order to obtain the special upgrade pricing set forth in this Agreement, Purchaser must own a 740 System Package purchased from MobileTech Solutions, Inc./Trimble between 4/24/2004 – 8/1/2009. Purchaser is not required to send the 740 System Package to Trimble but Trimble may require that Purchaser provide the serial number or other identifying information to confirm Purchaser's ownership of a 740 System Package.

IMPORTANT: THIS PURCHASE AGREEMENT SHOULD BE USED ONLY IF YOU ARE FINANCING YOUR CN70 SYSTEM WITH ASCENTIUM CAPITAL.

BY SIGNING BELOW, EACH PARTY ACKNOWLEDGES THAT IT HAS REVIEWED AND AGREES TO THE TERMS OF THIS PURCHASE AGREEMENT INCLUDING THE TERMS AND CONDITIONS ON THE BACK OF THIS PURCHASE AGREEMENT.

Purchaser: (Name)_____ **Accepted By: Trimble Navigation Limited**

By: (Signature)_____ **By: (Signature)**_____

Title:_____ **Date:**_____ **Title:**_____ **Date:**_____

Print Copy for Purchaser's records

Terms and Conditions

1. **Acceptance/Agreement.** Any acceptance of this Purchase Agreement is limited to acceptance of the express terms contained on the face hereof and herein. Any proposal for additional or different terms or any attempt by Purchaser or Trimble Navigation Limited ("Trimble") to vary in any degree any of the terms of this Purchase Agreement is hereby objected to and rejected.

2. **Terms of Payment.** All prices are in USA currency. Shipping and insurance charges are included in the Total Price on the face hereof. The Total Price shall be paid by Purchaser for the equipment described in the Price List ("Equipment") and the Software (as defined below) (the Equipment and Software are collectively referred to as "Products") in accordance with the method of payment selected on the face hereof. If the Purchaser pays cash (Money Order or Cashier's Check), then that payment will be refunded promptly if the Products are not shipped to Purchaser within ten (10) business days of receipt of this Purchase Agreement and that payment by Trimble or its agent.

3. **Risk of Loss and Shipping Point.** All shipments are FOB Purchaser's facility. Risk of loss shall pass to Purchaser upon delivery to Purchaser.

4. **Partial Shipments.** No partial shipments shall be made by Trimble.

5. **Termination/Excusable Delay.**

(a) Neither party may terminate because of default by the other party unless the defaulting party fails to correct the default within thirty (30) days after receipt of written notice of default. Trimble will notify Purchaser promptly of any material delay in delivering the Products. Trimble shall not be liable for any delay in delivery or performance due to any cause beyond its reasonable control including, but not limited to, an act of God, act of Purchaser, act of civil or military authority, governmental priority, strike or other labor disturbance, flood, epidemic, war, riot, delay in transportation, or inability of Trimble due to any cause beyond its reasonable control to obtain necessary materials, components, services or facilities. In the event of any such delay, the date of delivery or of performance shall be extended for a like period of time and shall not be considered a default.

(b) The provisions of Sections 2, 5.b., 6, 7.c., 8, 9.b., 10, 13, 14 and 15 of these Terms and Conditions, and in the event of termination by Trimble for cause the payment obligations incurred under this Agreement, shall survive the termination of this Agreement for any reason.

6. **Confidentiality/Advertising.** Purchaser shall not publish any information related to this Purchase Agreement without Trimble's written permission. Purchaser agrees not to reverse engineer any of the Products.

7. **Warranties.**

(a) Standard Product Warranty for Equipment.

The equipment manufacturer (Intermec Technologies Corporation) warrants that the Equipment will be free from defects in material and workmanship under normal use and service. Intermec's obligation under this warranty is limited to making good at its factory the Equipment or any part thereof which is defective in material or workmanship and which within one (1) year from the date of shipment to Purchaser is returned to Intermec with transportation charges prepaid. Purchaser must obtain a Return Material Authorization from Intermec before the Equipment may be returned to Intermec for warranty repairs. If the Equipment failed due to defects in material or workmanship, Intermec shall repair or replace (at Intermec's option) the defective Equipment free of charge. Warranty repairs will be completed at the Intermec Service Center within fifteen (15) working days (or a shorter time specified in any applicable service agreement) and the Equipment (or replacement) will then be returned promptly to the Purchaser by prepaid surface freight carrier. INTERMEC SHALL NOT BE LIABLE FOR ANY DAMAGES SUSTAINED BY PURCHASER ARISING FROM DELAY IN THE REPLACEMENT OR REPAIR OF PRODUCTS UNDER THE WARRANTY.

Intermec warrants that operating Software (Windows Mobile) will function in accordance with the user manual or written specifications provided with that Software for ninety (90) days from shipment. If the operating Software does not function as warranted, Intermec will, without charge, attempt to correct the operating Software. If Intermec is not able to provide this correction, Purchaser may return the operating Software, and Intermec will refund Purchaser the original price paid.

Trimble is a value added reseller of the Equipment, and represents that the above warranties provided by Intermec apply to the Equipment. Trimble assigns to Purchaser all warranties provided by third parties (including Intermec) with respect to the Equipment and other Products.

Purchaser should contact Intermec at 1-800-755-5505 if additional information is desired about the Intermec warranties or for a more complete description of those warranties.

In addition to the above warranties, Purchaser may also have rights to have Equipment repaired by Intermec in accordance with any applicable service agreement between Purchaser and Intermec.

The warranties from Intermec do not extend to any defect, fault, or accident which is caused by improper or inadequate maintenance, installation or use by Purchaser; Purchaser's software, hardware or interfacing; modifications to the Equipment not authorized by Intermec; misuse or misapplication of the Equipment by Purchaser; operation of the Equipment outside environmental or electrical specifications; gross negligence of Purchaser, accident, or disaster.

(b) Warranty for Trimble Handheld Software.

Trimble warrants that the Trimble Handheld Software will function in accordance with the user manual or written specifications provided with the Trimble Handheld Software or otherwise applicable to the Trimble Handheld Software for ninety (90) days from date of shipment and thereafter during any period that Purchaser maintains Software support in accordance with the provisions below. If the Trimble Handheld Software does not function as warranted, Trimble will, without charge, correct the Trimble Handheld Software.
For this warranty to apply:

(i) Trimble must be given a written, detailed description of the problem, within the warranty period; and
(ii) Trimble must be able to reproduce the reported problem.

The warranties from Trimble do not extend to defects or problems caused by causes outside of Trimble control such as, but not limited to, accident, misuse, neglect, alteration, adjustments or repairs made by persons other than authorized Trimble or Intermec personnel, unauthorized testing, use not within specifications, or equipment or software for which Trimble or Intermec is not responsible.

(c) THE WARRANTIES IN THIS SECTION (INCLUDING THOSE FROM INTERMEC AND THOSE FROM TRIMBLE) REPLACE ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

IN NO EVENT SHALL TRIMBLE OR ITS SUPPLIERS (INCLUDING INTERMEC) BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES PROVIDED THAT THE FOREGOING SHALL NOT LIMIT PURCHASER'S RIGHTS UNDER SECTION 8 BELOW. THE REMEDIES SET FORTH HEREIN FOR BREACH OF WARRANTY SHALL BE PURCHASER'S SOLE REMEDIES FOR THAT BREACH. Trimble does not warrant uninterrupted or error-free operation of Products provided under this Agreement.

Equipment and Software Support.

Equipment support may be provided pursuant to a separate service agreement between Purchaser and Intermec Technologies Corporation.

Trimble shall provide the following support in connection with the Trimble Handheld Software: (i) programming services to correct any material differences between the actual performance and performance as warranted provided that Purchaser informs Trimble in writing within the Support Term of the differences in performance; (ii) the right but not the obligation to receive any upgrades, modifications, enhancements or new releases of the Trimble Handheld Software that Trimble releases during the Support Term; and (iii) access to a "help desk" (telephone no. 1-952-908-6110) to document and report problems that may occur and to pose questions that may arise during business hours (7:00 A.M. until 5:00 P.M. E.S.T., Monday through Thursday, and 7:00 A.M. until 4:00 P.M. E.S.T., Friday), it being understood that Trimble is under no obligation to respond to or correct any problems other than during normal business hours. The term of the Trimble Handheld Software support shall begin five (5) business days after the date of shipment and shall continue for four (4) years after that date ("Initial Support Term"). Purchaser may extend the Trimble Handheld Software support for one-year periods for so long as Purchaser desires (the Initial Support Term as extended is referred to herein as "Support Term") by notifying Trimble of Purchaser's desire to extend support. Following the Initial Support Term, Purchaser shall pay the support fee charged by Trimble if support is extended subject to the following restrictions: (a) the support fee for the first year following the Initial Support Term shall not exceed $34.50; (b) any increase in the support fee (expressed as a percentage) after that first year extension shall not be more than the cumulative percentage increase in the Consumer Price Index (all urban consumers) since the most recent support fee increase; and (c) the support fee shall not exceed Trimble's then current standard charge for the support.

8. **Patents and Copyright Indemnification.** Trimble agrees to defend at its expense any suits against Purchaser based upon a claim that any Product furnished hereunder, or the use thereof, directly infringes a U.S. patent or copyright or any trade secret of a third party, or contains or embodies copyrighted material, protected mask works or trade secrets of a third party, and to pay costs and damages finally awarded in any such suit, provided that Trimble is notified promptly in writing of the suit and at Trimble 's request and at its expense is given control of said suit and all requested assistance for defense of same. If the use or sale of a Product furnished hereunder is enjoined as a result of such suit, Trimble, at its option and at no expense to Purchaser, shall substitute an equivalent Product acceptable to Purchaser and extend this indemnity thereto, or accept the return of the Products and refund promptly to Purchaser the Total Price less a reasonable charge for wear and tear. This indemnity does not extend to any suit based upon any infringement or alleged infringement of any patent or copyright by the combination of any Product furnished hereunder with other elements provided that said Product is suitable for substantial non-infringing use. The foregoing states the entire liability of Trimble for patent or copyright infringement. Intermec Technologies Corporation also has certain indemnification obligations relating to infringement matters, which are in addition to and not in lieu of the foregoing, and Trimble assigns all of those obligations of Intermec to Purchaser.

9. **Software.**

(a) "Software" is the computer programs and instructions and associated documentation, and any portion thereof, installed in the Equipment or on separate media provided by Trimble under this Purchase Agreement and includes specifically, without limitation, the Trimble Handheld Software and the operating software installed on the Equipment (Windows Mobile). Software is licensed, not sold. No title to Software is transferred to Purchaser. Purchaser is granted an irrevocable, perpetual license to use Software only for Purchaser's own internal business purposes and to make one copy of Software for archival purposes provided that Purchaser reproduces the copyright notice and any other legend of ownership on each copy or partial copy. Purchaser (and permitted assignees) may use the Trimble Handheld Software only on: (i) any equipment at any time purchased from Trimble or its affiliates, successors or assigns (including, without limitation, the Equipment purchased hereunder); (ii) any equipment manufactured or distributed by Intermec or its affiliates, successors or assigns; and (iii) any equipment manufactured or distributed by any third party if Trimble is paid to modify the Trimble Handheld Software to work with the framework on that equipment. Purchaser (and permitted assigns) may use the operating software (Windows Mobile) on the Equipment purchased hereunder.

(b) Purchaser will not: (i) sublicense the Software; (ii) assign the license for any Software except as permitted herein; (iii) copy, disclose or otherwise provide any Software to any third party except as permitted herein; or (iv) reverse assemble, reverse compile or otherwise translate any Software. The licenses terminate if Trimble terminates this Purchase Agreement in accordance with Section 5. Purchaser's obligations under this license will survive termination of this Purchase Agreement.

10. **International Agreement.** Purchaser acknowledges that the Products may not be exported from the United States without US Department of Commerce approval. Purchaser further agrees to indemnify Trimble from any and all claims related to Purchaser's failure to obtain such approval or to comply with all other applicable governmental rules and regulations related to export of Products.

11. **Entire Agreement.** This Purchase Agreement, together with any separate service and support agreements relating to the Products, constitute the entire agreement between the parties.

12. **Assignments and Subcontracting.** Except as provided in this Section 12, no part of this Purchase Agreement may be assigned or subcontracted without the prior written approval of Trimble. Either party may assign this Purchase Agreement to the successors of all or a substantial part of that party's business (provided that any such assignment by Trimble shall not relieve it of its obligations hereunder). This Purchase Agreement (including the rights and licenses hereunder) may be assigned by Purchaser to: (i) any transferee of the Products; and (ii) any other party who is reasonably acceptable to Trimble. Purchaser (and permitted assigns) may transfer the Trimble Handheld Software to other equipment in accordance with Section 9, and assign the rights under this Agreement with respect to the Trimble Handheld Software separate from the assignment of rights with respect to Equipment and other Products. Purchaser agrees that all warranties and service/support agreements applicable to the Products shall be assigned automatically to any transferee of the Products, and Purchaser agrees to provide notice of any assignment to Trimble within a reasonable time after assignment so that Trimble may know the new party entitled to support. If Purchaser submits this Purchase Agreement with an Ascentium Capital Equipment Finance Application and Agreement and Ascentium Capital rejects the credit of the Purchaser or otherwise fails to finance the equipment pursuant to that Application and Agreement, then this Purchase Agreement may be terminated by Purchaser.

13. **Limitation on Trimble's Liability.** Trimble 's entire liability and Purchaser's exclusive remedy for damages to Purchaser for any cause whatsoever, and regardless of the form of action, whether in contract or in tort including negligence and strict liability, arising out of or in connection with or resulting from this Purchase Agreement or from the performance or breach thereof shall be limited to the Total Price provided that this limitation shall not be applicable with respect to the indemnification obligations under Section 8. In no event shall Trimble be liable for any lost profits or savings; nor for any special, consequential or incidental damages, regardless of form of action, whether in contract or tort including negligence and strict liability; nor for any claim against Purchaser by any other party, except as otherwise provided in Section 8.

14. **Governing Law.** This Purchase Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. **Responsibility for Selection of Equipment.** Purchaser agrees that it is responsible for selection of the Products and determination of the suitability of the Products for the purpose for which Purchaser intends to use them. Purchaser acknowledges and agrees that Trimble has not made any representation or warranty of any kind that the Products sold under this Purchase Agreement will meet Purchaser's needs or that the Products are suitable for the use intended by Purchaser.

INITIAL: _____

Intermec Technologies Corporation
550 Second Street SE, Cedar Rapids, Iowa 52401
Attn: Service Administration Department

Intermec Complete Service Agreement

PURCHASER:

Name_____ **Daytime Phone #**_____

Address_____ **Cell/Pager #**_____

City, State, Zip_____ **DAR #**_____

Intermec Technologies Corporation agrees to provide and Purchaser agrees to purchase according to the terms of this Agreement, maintenance for the following equipment purchased by Purchaser from Trimble Navigation Limited:

CN70 System Package including:
CN70 Hand-held
PW50 Printer
CN70 Desktop Dock

4-Year Complete Service Plan

PRICE: Service price included in CN System Package purchased under Purchase Agreement.

SPECIAL TERMS AND CONDITIONS: Service Period begins seven (7) business days after equipment shipment and continues for four (4) years.

BY SIGNING BELOW, EACH PARTY ACKNOWLEDGES THAT IT HAS REVIEWED AND AGREES TO THE TERMS OF THIS AGREEMENT INCLUDING THE INTERMEC COMPLETE SERVICE AGREEMENT TERMS ON THE BACK SIDE.

Purchaser: (Name) _____ **Accepted By: Intermec Technologies Corporation**

By: (Signature) _____ **By: (Signature)** _____

Title_____**Date:** _____ **Title:**_____**Date:** _____

Print copy for Purchaser's records.

INTERMEC TECHNOLOGIES CORPORATION
COMPLETE SERVICE AGREEMENT

Intermec Technologies Corporation ("Intermec") and the Purchaser agree that the following terms and conditions will apply to any Purchase agreement accepted by Intermec to provide maintenance services ("Services") for Equipment. "Equipment" as used herein refers to hardware Products manufactured or distributed by Intermec which are eligible for Complete Service, and listed on the cover page of this Agreement, unless specifically stated otherwise. The term of the Agreement is stated on the cover page.

1.0 MAINTENANCE SERVICES:

1.1 Repair: Intermec agrees to provide repair service to restore Equipment to good working order ("Repair Services") subject to the conditions in Section 2.0 and the exclusions in Section 3.0. Repair Services include lubrication, repair and/or replacement of whole units or maintenance parts, as determined by Intermec. Replacement whole units and maintenance parts will be furnished on an exchange basis, and replaced units/parts will become the property of Intermec.

1.2 Return Process and Turnaround Time: Repair Service is performed at a designated Repair Center. Purchaser pays for shipping Equipment to Intermec, and must provide original or suitable equivalent packaging. Purchaser must include a written description of the problem with the Equipment being sent in for repair. Following any necessary repairs, the Repair Center will ship the Equipment to Purchaser's designated facility, prepaid. Turnaround time is five (5) business days. Turnaround time is computed as the time between the next business day following the day Equipment has been logged in at an Intermec-designated Repair Center and the time it is shipped back to Purchaser.

2.0 PURCHASER REQUIREMENTS:

2.1 Equipment Condition: Purchaser warrants all Equipment is in working condition as of the effective date of this Agreement. Intermec may require Equipment be inspected at current inspection rates prior to coverage being offered or effective if Equipment is not new or has not been continuously covered by an Intermec maintenance agreement. If remedial repairs are required, Intermec will provide a cost estimate at current parts and labor rates. Such repairs must be completed before Equipment can be covered under this Agreement.

2.2 Use Conditions: Purchaser agrees to use and store Equipment in accordance with the applicable specifications on www.intermec.com.

2.3 Purchaser Data: Purchaser is responsible for implementing appropriate safeguards to preserve and protect Purchaser data.

3.0 EXCLUSIONS: Unless approved in writing by Intermec, Repair Services provided by Intermec under this Agreement do NOT include 1) support of application software; 2) service or repair of (a) accessories, external memory cards or other ancillary devices not specifically included in Intermec's publicized description of Equipment; (b) Purchaser Replaceable Parts including batteries, cables and internal memory cards; (c) components which are no longer available for purchase on a commercially reasonable basis (subject to refund rights provided below); (d) Equipment that has been damaged due to inadequate Purchaser-provided transit packaging; (e) Equipment that has been subjected to chronic negligence or deliberate abuse; or (f) Equipment damaged to the extent that the Equipment serial number is no longer verifiable.

4.0 WITHDRAWAL/TERMINATION:

4.1 Purchaser may withdraw any Equipment from this Agreement upon forty-five (45) days written notice to Intermec if Equipment has been covered by this Agreement for at least ninety (90) days. Purchaser will be entitled to a pro rata return of any maintenance amounts less Intermec's published flat rate for any repairs performed prior to the effective date of the withdrawal and classified, at Intermec's sole discretion, as damaged beyond normal wear and tear. Notwithstanding this provision, Equipment covered by this Agreement for more than eighteen (18) months will not qualify for any refund or rebate in the event of Equipment withdrawal, or Purchaser's termination of this Agreement for convenience.

4.2 At Intermec's sole discretion, if Purchaser returns Products with damage levels beyond reasonable wear and tear, Purchaser, with Intermec's assistance, will establish a plan for remediation or modification of Purchaser's business operations to reduce the level of such repairs.

4.3 Intermec may withdraw Equipment from this Agreement upon fifteen (15) days written notice to Purchaser due to 1) Intermec's inability to support Equipment after a required component is no longer available for purchase on a commercially reasonable basis; 2) after any Equipment End of Service date; 3) discontinuance of the Intermec Complete Service program for all customers of Intermec; or 4) if the plan in 4.2 is not demonstrably effective within two (2) months from implementation. If Intermec terminates a Complete Service Agreement pursuant to this provision, Purchaser will be entitled to a pro rata return of any maintenance amounts paid but not earned prior to the effective date of the withdrawal.

4.4 Purchaser or Intermec may withdraw Equipment or terminate this Agreement at any time by written notice of default if the other party fails to cure any failure to comply with any term or condition of this Agreement within thirty (30) days after receipt of such notice of default. The parties' rights and remedies herein are in addition to any other rights and remedies provided at law or in equity.

5.0 PAYMENT: Maintenance charges described in the Agreement cover pages will be invoiced and paid in advance.

6.0 TAXES: In addition to the charges due under this Agreement, the Purchaser agrees to pay any taxes applicable by law resulting from this Agreement, or any activities thereunder except for taxes based upon Intermec's net income.

7.0 RISK OF LOSS OR DAMAGE: Purchaser is responsible for loss of or damage to Equipment while Equipment is in Purchaser's possession and in transit to Intermec. Intermec is responsible for loss of or damage to Equipment while in Intermec's possession and in transit to Purchaser.

8.0 DISCLAIMER AND LIMITATION OF LIABILITY:

8.1 INTERMEC WILL IN NO EVENT BE LIABLE FOR LOST PROFITS, LOST SAVINGS, LOST DATA OR OTHER, SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, EVEN IF INTERMEC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM AGAINST THE PURCHASER BY ANY OTHER PARTY.

8.2 THIS SERVICE AGREEMENT DOES NOT CONTAIN OR OFFER ANY WARRANTIES BY INTERMEC, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

9.0 INDEMNITY: Intermec will indemnify the Purchaser against and from all claims, liabilities, costs, expenses, and reasonable attorney's fees incident thereto, for bodily injury, including death, or damage to property, to the extent it arises from any negligent act or omission or willful misconduct of Intermec arising from or connected to the presence on the Purchaser's premises of Intermec; except to the extent any such claims, damages, liabilities, or causes of action are caused by the negligence or intentional misconduct of the Purchaser, its agents or employees.

10.0 INSURANCE: Intermec will, at its own expense, obtain and maintain in full force and effect, with sound and reputable insurers and with no right of contribution by Purchaser, during the term of this Agreement, the following coverage: 1) Worker's Compensation, as required by the law of the state of hire; 2) Employer's Liability with a minimum limit of $1 million of liability for each accident; 3) Commercial General Liability against all hazards including coverage for blanket contractual liability and products and completed operations with a minimum limit of liability for personal injury, including death resulting therefrom, on an occurrence basis of $1 million and $2 million in the aggregate, and with a minimum limit of liability for property damage on an occurrence basis of $1 million and $2 million in the aggregate; and 4) Automobile Liability against liability arising from ownership, maintenance or use of all owned, non-owned and hired automobiles and trucks with a minimum combined limit of liability of $1million. Intermec will provide Purchaser with evidence of coverage as required hereunder upon request.

11.0 GENERAL:

11.1 Force Majeure: Neither party will be responsible for its failure to perform due to causes beyond its reasonable control, such as acts of God, fire, theft, war, acts of terrorism, riot, embargoes, civil insurrections, strikes, flood, earthquake, volcanic eruption, shortages of material or energy or acts of civil or military authorities. If performance is to be delayed by such contingencies, the affected party will notify the other party in writing.

11.2 The Purchaser will not assign this Agreement or any obligations or rights hereunder without the express written consent of Intermec provided however that Purchaser's rights and remedies under this Agreement shall be automatically assigned to any transferee of the Equipment. This Agreement contains the entire Agreement between the parties, and no modification or waiver of any of the provisions, or any future representation, promise, or addition will be binding upon the parties unless agreed to in writing. The mere acknowledgment or acceptance of any order with provisions that are ambiguous, in addition to or inconsistent with the terms of this Agreement or the providing of maintenance service pursuant thereto will not be deemed as acceptance or approval of such ambiguous, additional or inconsistent provisions. In the event that any provision of this Agreement will be held to be invalid or unenforceable, the same will not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

12.0 GOVERNING LAW:

12.1 Any question concerning the validity, construction or performance of this Agreement will be governed by the laws of the State of Washington, USA.

12.2 In all events, English will be the governing language. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from this Agreement.

INITIALS_____

Frequently Asked Questions

- **When will my computer arrive?**
  The finance program is fastest way to get your computer. Your order will be placed the same day you are approved. It should take about a week to ship.
- **Is this a lease?**
  No, this is a financing. This system belongs to you including any tax benefits that may be available, you are only granting us a security interest in the system (similar to how you would grant your bank a security interest in your truck if you were financing your truck with your bank).
- **How long does the maintenance policy last?**
  48 months, same as your finance contract.
- **Who may I call to find the status of my shipment?**
  Sharita Nelson at (480) 940-6507.
- **What about sales tax?**
  Not to worry, we handle this for you. Sales tax will be financed over the remaining 47 months.
- **What if I need more than one computer?**
  No problem, just complete the same paperwork for each system. When you submit your packages, just note you are ordering multiple systems.
- **If I have a company, why do I have to personally guarantee the financing?**
  We require all closely-held companies to be guaranteed by their owner. Our faith is really in you.
- **Will I get a bill every month?**
  No, for your convenience, we will draft your checking account once a month. Depending on when your contract was processed, payments will be due on the 5th OR 20th.
- **If I have a spare or need to return a spare, who do I call?**
  Call McKee at 800-251-6346 and ask for the Ideas group.
- **If I have a technical or service question, who do I call?**
  Call McKee at 800-251-6346 and ask for the Ideas group.
- **How do I find out how many payments are remaining?**
  Contact the Finance Help Desk at 877.568.5923 or McKee@AscentiumCapital.com.
- **What if I cease distributing McKee Foods products before the finance term is completed?**
  You will remain liable for the contract until we approve a new distributor to take over your contract. McKee has a strong track record in helping distributors transfer their obligation.
- **If I have any questions about the financing, who do I call?**
  Contact the Finance Help Desk at 877.568.5923 or McKee@AscentiumCapital.com.

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